

# **EXHIBIT A**

**IN THE CHANCERY COURT OF CARROLL COUNTY, TENNESSEE  
TWENTY-FOURTH JUDICIAL DISTRICT**

**JUAN C. ALDAYTURRIAGA and )  
MARIA E. ALONSO d/b/a )  
MI PUEBLITO, )**

**Plaintiffs, )**


**vs. )**

**VALLEY FORGE INSURANCE )  
COMPANY, )**

**Defendant. )**

**FILED**  
**3:54 PM**

**MAY 26 2009**

**KENNETH TODD C&M**  
**BY** 

**Civil Docket No** 2009CV024

**COMPLAINT**

Comes now the Plaintiffs and sue the Defendant and for cause of action  
says as follows:

**COUNT ONE**

1. The Plaintiffs are residents of Carroll County, Tennessee. The Defendant, Valley Forge Insurance Company, does business in Carroll County, Tennessee, and is believed to be a foreign corporation authorized to do business in the State of Tennessee. Service is proper through the Commissioner of Insurance, pursuant to Tennessee Code Annotated, § 56-2-504.

2. The Defendant, Valley Forge Insurance Company, is authorized to offer to the public policies of property and casualty insurance.

3. At all relevant times herein, the Plaintiff was insured by a policy of property and casualty insurance issued by Valley Forge Insurance Company bearing policy number B 2099638754 and bearing an effective date of October 21, 2007 at 12:01 a.m. The policy of insurance provides coverage for loss by fire of the Plaintiff's business known as Mi Pueblito, located at 144 Elks Lodge Lane, Huntingdon, Carroll County, Tennessee, and coverage for personal property used in the business. A copy of said policy is attached hereto as Exhibit A.

4. The Defendant, Valley Forge Insurance Company, provided insurance coverage under the above referenced policy in the amount of \$127,000.00 for the building, \$30,000.00 for business personal property, \$50,000.00 for Electronic Data Processing, \$157,000.00 for equipment breakdown, \$10,000.00 for food spoilage coverage, \$25,000.00 for valuable papers and records, \$25,000.00 for fine art, and \$25,000.00 for accounts receivable, and coverage for other items as set out in detail in the policy declaration attached hereto as Exhibit B.

5. The premiums due on said policy were paid at all relevant times herein.

6. The Plaintiffs' place of business and the personal property located therein was damaged by fire on May 26, 2008.

7. The insurance policy issued to the Plaintiffs by the Defendant provides for replacement cost coverage in the event of a fire loss.

8. The Plaintiffs filed a claim for the proceeds of said insurance policy issued by Valley Forge Insurance Company. The Plaintiffs' were paid \$72,796.85, which represents a portion of the Defendant's estimate of actual cash value real and personal property damage. The balance of the claim has not been paid.

9. The Defendant, Valley Forge Insurance Company, has breached its policy of insurance by failing to pay the balance of the proceeds due to the Plaintiffs as a result of the fire loss on May 26, 2008.

10. The Plaintiff spent several months cooperating with the Defendant in its investigation, including providing receipts, documentation and other materials requested by the Defendant.

11. As a result of the May 26, 2008 fire loss, the Plaintiffs sent to the Defendant a claim for damages to real and personal property as follows: Building

- \$127,000.00, policy limit (actual cost of repairs was \$147,870.18); Personal Property - \$26,357.45; Food Spoilage- \$8,303.36; Electronic Data - \$12,998.27; and Lost Wages - \$9,789.99. The total amount of damages claimed by the Plaintiffs is \$184,449.07. The amount received from the Defendant is \$72,796.85, leaving a balance owing to the Plaintiffs in the amount of \$111,652.22.

12. On May 22, 2009 the Plaintiff received a letter denying their claim for the unpaid damages.

#### COUNT TWO

13. The Plaintiff re-avers the matters set forth in Paragraphs 1 through 12 above.

14. The Defendant has engaged in unfair and deceptive practices in denying the Plaintiffs' claim for damages in violation of the Tennessee Consumer Protection Act.

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS  
THAT:

- A. Process issue upon the Defendant;
- B. The Defendant, Valley Forge Insurance Company, be determined to have breached its policy;

C. The Defendant be estopped to deny the full force and effect of said homeowner's insurance policy;

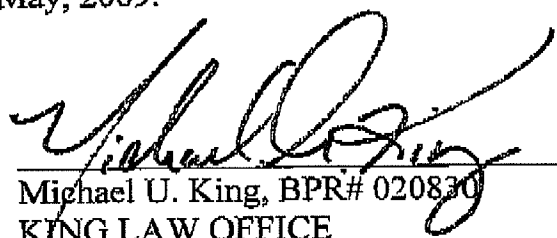
D. The Defendant be determined to have acted in an unfair or deceptive manner in denying the Plaintiffs' claim;

E. The Plaintiffs recover the sum of One Hundred Eleven Thousand, Six Hundred Fifty-One Dollars and Thirty-Eight Cents (\$111,651.38), plus prejudgment interest, from the Defendant, together with the costs of this cause;

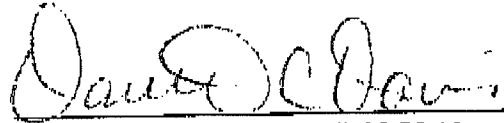
F. The Plaintiffs recover treble damages pursuant to T.C.A. §47-18-109 for the Defendant's unfair and deceptive actions in denying the Plaintiffs' claim for loss; and,

G. The Plaintiffs have such further and general relief to which they may be entitled.

DATED this 26<sup>th</sup> day of May, 2009.



Michael U. King, BPR# 020830  
KING LAW OFFICE  
*Attorney for Plaintiffs*  
P.O. Box 667  
12880 Paris Street  
Huntingdon, Tennessee 38344-0667  
(731) 986-2266



Dareth C. Davis, BPR# 025341  
KING LAW OFFICE  
*Attorney for Plaintiffs*  
P.O. Box 667  
12880 Paris Street  
Huntingdon, Tennessee 38344-0667  
(731) 986-2266

**COST BOND**

We acknowledge ourselves surety for costs in the above matter not to  
exceed One Thousand and No/100 (\$1,000.00) Dollars.

KING LAW OFFICE

By: 

Michael U. King, BPR# 020830  
KING LAW OFFICE  
P. O. Box 667  
Huntingdon, Tennessee 38344  
(731) 986-2266